AGREEMENT		Please include the following Subcontract (SC) on all correspondence and invoices	
		PO NUMBER:	
		PO 19-6192	
		Project file NUMBER:	
		042467.12.0120	
		SC Type – T&M	
Purchaser:	Client:	Effective Date: Original SC: 2 October 2019	
Black & Veatch Special Projects Corp.	DTRA	Original SC. 2 October 2019	
6800 W. 115 <sup>th</sup> Street Suite 2200		Period of performance: 30 October 2019	
Overland Park, KS 66211, U.S.A.		r ende of performance. 30 October 2013	
Service Contractor:	SC Price	(US Dollars):	
	Original	SC Price: \$50,000.00	
	Griginar		
THE PARTIES HAVE EXECUTED	THIS AGE	REEMENT AS OF THE DATE SHOWN BELOW	
Purchaser: Black & Veatch Special Proje	cts Corp.	Service Contractor: Labyrinth Global Health, Inc.	
Address:		Address:	
6800 W 115th St., Suite 2200		546 15 <sup>th</sup> Ave NE	
Overland Park, KS 66211, USA /		Saint Petersburg, FL 33704	
BMO/Harris Bank		JP Morgan Chase Bank	
ABA:		Account Name: Labyrinth Global Health, Inc.	
Account Name: Black & Veatch Special Projects		Routing:	
Corp		Routing for Wire Transfer:	
Account:		Account:	
Swift Code: HATRUS44		Swift Code: CHASUS33	
Bank Address:		Bank Address:	
111 W Monroe St.		2429 California St	
Chicago, IL 60603		San Francisco, CA 94115	
O-Black & Vesto Reason: I agree to th	ed by Lance Lippercott -LippercottL@bv.com, ch, OU=Federal / SPC, CN+Lance Lippercott e terms defined by the		
SIGNATURE: placement of my signature on this document Date: 2019.10.04 14:01:43-03700		SIGNATURE: M.Tartan	
Lance Lippencott		Murat Tartan	
TITLE: Program Manager		TITLE: CFO	
DATE: 2 October 2019		DATE: 2 October 2019	

# 00481 – MSA REQUIREMENTS

#### 00481.1 Subcontract Type

This Agreement is a Master Service Agreement (MSA). The Purchaser will issue Task Orders to the Service Contractor. The Task Order's at a minimum shall contain the scope of work, prime agreement flow downs, schedule, and deliverables. The Task Order shall be signed by both parties and shall reference this Agreement.

### 00481.2 Term of Agreement

The terms of this Agreement is through 30 June 2020.

#### 00481.3 Ordering

Orders shall be issued to the Service Contractor through a Task Order (00691.1-Task Order). A Task Order must be issued prior to the Service Contractor starting Work.

## 00591 - Supplementary Terms and Conditions

#### 00591.1 Notices and Correspondence

Purchaser and Service Contractor agree to send all notices arising out of or relating to this Service Contract by one of the following methods: (a) personal delivery; (b) certified mail with return receipt; (c) nationally recognized overnight mail or courier service, with delivery receipt requested; or (d) email. The parties may send routine correspondence by email or first class mail, each without confirmation of receipt. The parties agree to address correspondence as indicated in this article.

#### **Electronic Technical Correspondence**

Addressed to Purchaser:	Addressed to Service Contractor:	
To: Ben Bringardner	To: Mary Guttieri	
BringardnerB@bv.com	mguttieri@labyrinthgh.com	
Cc: Stanislav Lovochkin	Cc: Murat Tartan	
LovochkinS@bv.com	mtartan@labyrinthgh.com	

#### Non-Electronic Technical Correspondence

Addressed to Purchaser:	Addressed to Service Contractor:	
Black & Veatch Special Projects Corp.	Mary Guttieri	
5/60 Zhylyanska St. Office 1	546 15 <sup>th</sup> Ave NE	
Kyiv, 01033, Ukraine	Petersburg, FL 33704	

#### 00591.2 Additional Insurance Requirements

Service Contractor shall maintain professional liability insurance protecting Service Contractor from claims arising out of or relating to professional services provided as part of the Work. Service Contractor shall maintain policy limits of at least one million dollars for each occurrence.

### 00591.3 Taxes

R,

Project-specific tax clauses are developed as part of the flowdown process.



Source: 00592, 2017, v.2.5 General Terms and Conditions

## 00592 - General Terms and Conditions

#### 00592.1 Definitions

The terms below have the following definitions when used in this Service Contract:

"<u>Applicable Law</u>" means all laws, statutes, regulations, codes, rules, treaties, ordinances, judgments, permits, decrees, approvals, interpretations, injunctions, writs, orders, or other legal requirements of a governmental authority having jurisdiction over the Jobsite or performance of the Work.

"<u>Claim</u>" means claims, actions, suits, liabilities, demands, damages, losses, costs, expenses (including reasonable attorneys' fees), impacts to price, impacts to schedule, awards, fines and judgments, of every kind and nature.

"Indemnified Parties" means Owner, Purchaser, Purchaser's engineer, and the parent companies, related companies, affiliated companies, subsidiaries, successors, and assigns of each, including the shareholders, officers, directors, partners, employees, and agents of each of the above firms.

"Jobsite" means the parcel of land upon which the project is constructed.

"<u>Owner</u>" means the party so identified in the Service Contract Agreement , or the United States Federal Government.

"Prime Agreement" means the agreement between Owner and Purchaser.

"Purchaser" means the party so identified in the Service Contract Agreement.

"<u>Service Contract</u>" means the agreement between Purchaser and Service Contractor consisting of: (a) the Service Contract Agreement; (b) the documents listed in the Service Contract Agreement; (c) written Service Contract revisions; (d) attachments, appendices and exhibits to the Service Contract documents; (e) documents expressly incorporated by reference into the Service Contract; and (f) any requirements that can be reasonably inferred from any of the foregoing.

"<u>Service Contract Agreement</u>" means the Service Contract form executed by Purchaser and Service Contractor.

"Service Contractor" means the party so identified in the Service Contract Agreement.

"<u>Subcontractor</u>" means any party, at any tier, having an agreement with Service Contractor or with a Subcontractor, to perform a portion of the Work.

"<u>Task Order</u>" is the document issued in the form of Article 00691.1 authorizing Service Contractor to perform the scope of work identified in that document.

"Work" means that which Service Contractor is to perform or provide under this Service Contract.

### 00592.2 Interpretation

00592.2.1 This Service Contract is the complete and final agreement between Purchaser and Service Contractor relating to the Work. All prior or contemporaneous negotiations and agreements relating to the Work are superseded by this Service Contract.

00592.2.2 Provisions of this Service Contract which contemplate performance or obligations subsequent to completion or termination of the Work or which contain waivers or limitations of liability will survive such



completion or termination. Termination of the Work will not affect the rights and obligations that arose before termination.

00592.2.3 No obligation under this Service Contract may be waived without the written agreement of the party against whom enforcement of the waiver is sought. Failure or delay in exercising a right or remedy or requiring the satisfaction of an obligation under this Service Contract does not constitute a waiver of that right, remedy or obligation.

00592.2.4 If any provision of this Service Contract is held to be unenforceable, the remaining provisions of this Service Contract will remain in effect.

### 00592.3 Service Contractor's Status

Service Contractor is an independent contractor in the performance of the Work. Service Contractor is solely responsible for the means, methods, sequences, procedures, and safety precautions used or adopted by Service Contractor and any Subcontractor in the performance of the Work. Except as provided in Article 00592.5, Service Contractor has sole authority and responsibility to employ, manage, discharge, and otherwise control its employees.

### 00592.4 Service Contractor's Scope of Work

Service Contractor shall furnish all materials, tools, equipment, vehicles, supplies, services, labor and supervision required to perform the Work. Service Contractor may only perform Work as authorized in a Task Order. There is no obligation for Purchaser to authorize any Work pursuant to this Service Contract.

## 00592.5 Safety and Work Requirements

00592.5.1 Service Contractor shall be solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property. Service Contractor shall comply, and shall secure compliance by Subcontractors, with all applicable health and safety laws and regulations. Service Contractor agrees to conduct its operations to provide maximum safety and shall, while on the premises of Purchaser or Owner or on the Jobsite, comply with the safety programs and regulations of Purchaser and of Owner, if any. Service Contractor shall notify Purchaser promptly, in writing, if a charge of noncompliance with this Article 00592.5 has been filed against any personnel in connection with the performance of the Work.

00592.5.2 Service Contractor shall ensure all personnel performing the Work are orderly and in all respects cooperate and work in harmony with others while on the premises of Purchaser or Owner or on the Jobsite. Service Contractor, at no additional cost to Purchaser, shall immediately remove or cause to be removed from the Work, whenever requested to do so by Purchaser, any personnel considered by Purchaser or Owner to be incompetent or unfit, and such person may not again be employed in performing the Work.

00592.5.3 If Work is performed on the premises of Purchaser or Owner or on the Jobsite, Service Contractor shall provide at all times during the course of such Work, a qualified, competent, and responsible representative, fluent in the English language in order to facilitate the accurate and timely compliance with safety requirements.

00592.5.4 Violation of this Article 00592.5 is a material breach of this Service Contract.

### 00592.6 Payment

00592.6.1 Purchaser shall pay Service Contractor in accordance with the terms of the applicable Task Order. Service Contractor shall include with the invoice supporting documentation required by this Service Contract and any additional information requested by Purchaser. Each invoice must clearly show the invoice number, the Work covered by the invoice, taxes, and the billing period (if applicable).



Calculation of the time for payment for an invoice begins when Purchaser receives an invoice free of deficiencies.

00592.6.2 Service Contractor agrees to provide additional itemization of the invoice as Purchaser reasonably requests. If payment to Service Contractor will be on a cost reimbursable basis or a unit price basis, or if Service Contractor files a Claim under Article 00592.15, Service Contractor shall furnish Purchaser complete breakdowns and supporting information in the detail required by Purchaser to verify the accuracy of the invoiced or claimed amounts. Service Contractor shall retain the breakdowns and supporting information for two years after acceptance of the project by Owner, during which time Purchaser or Purchaser's designee may audit the aforementioned records at Purchaser's expense.

00592.6.3 Purchaser may withhold or set-off amounts due under this Service Contract on account of Claims arising out of or relating to Service Contractor's breach or reasonably anticipated breach of this Service Contract. Payment by Purchaser does not: (a) constitute approval or acceptance of any portion of the Work; (b) waive any of Purchaser's rights; or (c) relieve Service Contractor from responsibility or liability arising out of or relating to this Service Contract. Acceptance by Service Contractor of final payment constitutes a release and waiver of all Claims by Service Contractor against Indemnified Parties.

#### 00592.7 Schedule

Performance of the Work as scheduled under a Task Order is a material provision of the Service Contract. Service Contractor shall give Purchaser written notice of any delay or anticipated delay within three calendar days after the occurrence of the event giving rise to the delay. Service Contractor's notice must identify the cause of the delay or the anticipated delay and the actions Service Contractor is undertaking to recover from or avoid the delay.

#### 00592.8 Waivers of Lien

As a condition precedent to payment, Service Contractor shall furnish a lien waiver in the form of Article 00691.2(a) with each invoice except the final invoice. As a condition precedent to payment of the final invoice, Service Contractor shall furnish a lien waiver in the form of Article 00691.2(b) with the final invoice. If a lien is filed and Service Contractor does not remove or bond around the lien within seven calendar days after receipt of written notice from Purchaser or Owner, then Service Contractor shall reimburse Purchaser or Owner, as applicable, for all costs and expenses incurred by Purchaser or Owner in removing the lien, including reasonable attorneys' fees and court costs.

#### 00592.9 Subcontracting

Except for portions of the Work for which a Subcontractor is named in this Service Contract, Service Contractor may not subcontract the Work without first obtaining Purchaser's written consent. Service Contractor remains responsible for complying with the Service Contract requirements and will be liable to Purchaser for the acts and omissions of Subcontractors as if the acts and omissions were those of Service Contractor.

### 00592.10 Assignment

00592.10.1 Service Contractor may not assign all or part of this Service Contract voluntarily, by operation of law, or otherwise, nor may Service Contractor assign any of the money payable under this Service Contract, without obtaining Purchaser's prior written consent. Any assignment of this Service Contract in violation of the foregoing is voidable at the option of Purchaser.

00592.10.2 Purchaser may, at its sole discretion, assign this Service Contract to its affiliates or to Owner or Owner's designee and, upon such assignment, Purchaser will be released from all obligations or liabilities arising out of or relating to this Service Contract.

### 00592.11 Inspection

Service Contractor agrees to allow Purchaser and Owner reasonable access to all locations where the Work is being performed so Purchaser and Owner may: (a) inspect the Work; and (b) test or witness



tests of the Work. Inspection of the Work is solely for the benefit of Purchaser and does not discharge Service Contractor from complying with the Service Contract requirements.

### 00592.12 Passage of Title

Service Contractor warrants that the Work will be free of all liens, claims, charges, security interests, encumbrances or defects in title. Title to the Work will pass to Purchaser upon the earlier of Service Contractor's receipt of payment or delivery of the Work to Purchaser.

### 00592.13 Standards of Performance

Service Contractor represents that the Work: (a) will meet the requirements of this Service Contract; (b) will meet standards of care, skill and diligence found in the industry to which the Work pertains; and (c) will conform with nationally recognized and accepted practices, codes and standards found in the industry to which the Work pertains. Personnel performing the Work must be qualified and competent personnel whose recommendations, guidance, and performance reflect the recognized standards of knowledge, judgment, and performance generally accepted and appropriate in the industry to which the Work pertains.

## 00592.14 Compliance with Laws

00592.14.1 Service Contractor shall comply with all Applicable Laws in effect during its performance of the Work and shall obtain all licenses, permits, and inspections applicable to the Work. Service Contractor shall also comply with the USA's Foreign Corrupt Practices Act.

00592.14.2 Purchaser and Service Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-4.3(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## 00592.15 Claims and Service Contract Revisions

00592.15.1 Service Contractor must give written notice, with appropriate supporting documentation, of all Claims for extra compensation or additional time for performance of the Work within five calendar days after occurrence of the event giving rise to the Claim. If Purchaser agrees with the Claim, the parties will negotiate an equitable adjustment to the Service Contract compensation or the schedule, or both, with the adjustment to be reflected in a written Service Contract revision. Service Contractor acknowledges that failure of Service Contractor to give Purchaser notice and appropriate supporting documentation within the required time frame constitutes a waiver of all Claims arising out of or relating to the event.

00592.15.2 Purchaser may make additions, deletions, reductions in scope, or other changes to the Work. If a proposed change will cause a material increase or decrease in Service Contractor's cost or time for performance, Service Contractor shall so notify Purchaser in writing within five calendar days after Service Contractor's receipt of Purchaser's notice of change. If Purchaser agrees with Service Contract compensation or the schedule, or both, with the adjustment to be reflected in a written Service Contract revision. Service Contractor, however, shall proceed with the change as directed in writing by Purchaser pending such agreement. Purchaser will not be liable to Service Contractor for Claims arising from a decrease in the Work.

### 00592.16 Intellectual Property

Service Contractor represents that the Work does not infringe on any intellectual property right and does not constitute an unauthorized disclosure or use of a trade secret. Service Contractor hereby agrees to grant to Purchaser and Owner an irrevocable, royalty-free, fully paid-up, non-exclusive license under all



intellectual property or trade secrets owned or controlled by Service Contractor or Subcontractors to the extent necessary for Purchaser's and Owner's use of the Work.

### 00592.17 Non-Disclosure

Service Contractor shall not make any news releases or issue other advertising pertaining to the project or this Service Contract without the prior written approval of Purchaser. Service Contractor shall treat all information provided by Purchaser as confidential and only disclose such information as necessary to perform the Work. Service Contractor agrees to require all Subcontractors to whom such information is disclosed to also treat such information as confidential.

### 00592.18 Suspension of Work

Purchaser may, at any time and in its sole discretion, suspend performance of all or part of the Work. Purchaser will provide a written notice to Service Contractor specifying the extent to which the Work is suspended and identifying the effective date of the suspension. Service Contractor shall promptly resume performance of all or part of the suspended Work in accordance with Purchaser's written authorization to resume the Work. Service Contractor must present all Claims and supporting materials related to a suspension under this Article 00592.18 within ten calendar days after the date set by Purchaser for resumption of the suspended Work.

## 00592.19 Termination for Cause

If Service Contractor defaults in any obligation under this Service Contract and does not cure the default within five calendar days after receipt of Purchaser's written notice identifying the default, Purchaser may terminate all or part of the Work. If Purchaser terminates all or part of the Work, Purchaser will give Service Contractor written notice of termination specifying the extent to which the Work is terminated. Service Contractor shall continue to perform all portions of the Work not terminated.

## 00592.20 Termination Without Cause

Purchaser may, at any time and in its sole discretion, terminate all or part of the Work. Purchaser will provide a written notice to Service Contractor specifying the extent to which the Work is terminated and the effective date of the termination. Subject to Service Contractor's compliance with the provisions of this Article 00592.20 and other applicable portions of this Service Contract, Service Contractor will recover from Purchaser, as the complete and final settlement for the terminated Work and all related Claims, a sum equal to the amount due for the terminated Work satisfactorily performed as of the effective date of termination. Payment of the compensation specified in this Article 00592.20 is the sole and exclusive remedy of Service Contractor against Purchaser arising out of or relating to termination under this Article 00592.20.

### 00592.21 Indemnity

Service Contractor agrees to defend, indemnify, and hold harmless Indemnified Parties against any Claims arising out of or relating to:

- (a) the negligence or wilful misconduct of Service Contractor, Subcontractor, or their respective officers, employees and agents;
- (b) infringement by the Work of any intellectual property right or unauthorized disclosure or use of trade secrets by Service Contractor, Subcontractor, or their respective officers, employees and agents;
- (c) violation of Applicable Laws by Service Contractor, Subcontractor, or their respective officers, employees and agents;
- (d) the filing of a lien, or other encumbrance, on all or part of the project by Service Contractor, Subcontractor, or their respective officers, employees and agents; and
- (e) Service Contractor's failure to provide insurance as required by this Service Contract.



Source: 00592, 2017, v.2.5

## 00592.22 Insurance Requirements

00592.22.1 Service Contractor shall, at its sole cost, maintain insurance as required by this Service Contract and shall impose the obligations of this Article 00592.22 on all Subcontractors. Service Contractor shall give Purchaser ACORD insurance certificates evidencing the required coverage when Service Contractor executes this Service Contract and as Purchaser may request from time to time. Service Contractor shall ensure the policies:

- (a) Contain a provision or endorsement that the coverage will not be cancelled, materially changed, or renewal refused unless Service Contractor gives at least thirty calendar days prior written notice to Purchaser.
- (b) Remain in effect through the Warranty Period if coverage is occurrence-based and remain in effect at least one year after expiration of the Warranty Period if coverage is claims-based.
- (c) Are primary with respect to insurance covering Indemnified Parties as additional insureds. All insurance carried by Indemnified Parties will be excess insurance.
- (d) Contain a waiver of all rights of subrogation by the insurance carriers in favor of Indemnified Parties, with the exception of professional liability coverage (if required under this Service Contract).
- (e) Comply with all applicable laws of the jurisdiction in which any part of the Work is to be performed including, but not limited to, admitted and compulsory coverage.
- (f) Are rated "A-" or better by A.M. Best's "Insurance Guide and Ratings".

00592.22.2 Service Contractor shall maintain commercial general liability insurance protecting Service Contractor, and Indemnified Parties as additional insureds (using endorsements CG 20 10 and CG 20 37 or their equivalent), against claims arising out of or relating to bodily injury or property damage arising from the Work. The policy must include a cross-liability or severability of interest clause, a per project aggregate endorsement, and coverage for personal injury liability, contractual liability, products and completed operations (covering lawsuits brought in the USA and the country of the Jobsite), explosion, building collapse, and damage to underground property. Service Contractor shall maintain policy limits of at least one million dollars for each occurrence and in the aggregate.

00592.22.3 Service Contractor shall maintain worker's compensation insurance protecting Service Contractor against all claims under applicable worker's compensation laws. If Service Contractor is required to maintain worker's compensation insurance in the US, the worker's compensation insurance must contain an "all states" or "other states" endorsement. For Work performed in the US, Service Contractor shall also maintain employer's liability insurance protecting Service Contractor against claims for injury, disease or death of employees that are not covered by the worker's compensation insurance. Service Contractor shall maintain worker's compensation policy limits as required by statute and employer's liability policy limits of at least one million dollars for each occurrence and in the aggregate.

00592.22.4 Service Contractor shall maintain commercial automobile liability insurance protecting Service Contractor, and Indemnified Parties as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, whether owned, non-owned, or hired. Service Contractor shall maintain policy limits of at least one million dollars combined single limit.

00592.22.5 Service Contractor shall maintain umbrella liability insurance that follows the form of the commercial general liability insurance, the employer's liability insurance and the automobile liability insurance. The umbrella liability insurance must protect Service Contractor, and Indemnified Parties as additional insureds, against claims in excess of the limits of the commercial general liability insurance, the



Source: 00592, 2017, v.2.5

employer's liability insurance, and the automobile liability insurance. Service Contractor shall maintain policy limits of at least four million dollars for each occurrence and in the aggregate.

#### 00592.23 Consequential Damages

Except for Service Contractor's obligations arising out of or relating to, or liability for breach of, Articles 00592.13, 00592.17 or 00592.21, Purchaser and Service Contractor will not be liable to each other for loss of profits, loss of use, loss of contracts, or consequential damages arising out of or relating to this Service Contract.

## 00592.24 Governing Law and Disputes

00592.24.1 Except as detailed in Article 00592.24.2, claims and disputes arising out of or relating to this Service Contract will be governed by the law of the State of Missouri, USA, excluding provisions that would apply the law of another jurisdiction.

00592.24.2 Service Contractor agrees to be bound by all decisions arising out of or relating to the claims and dispute resolution process set forth in the Prime Agreement to the extent: (a) the decisions relate to the Work; (b) a claim by Owner against Purchaser involves the performance of Service Contractor or the Work; or (c) a Claim of Service Contractor gives rise to a claim by Purchaser against Owner. The initiation of claim and dispute resolution under the Prime Agreement will stay claim and dispute resolution under this Service Contract on any Claim related to the claim under the Prime Agreement.

00592.24.3 To the extent Service Contractor will be bound as set forth in Article 00592.24.2, Purchaser consents to Service Contractor's participation in such claim and dispute resolution process. Service Contractor and Purchaser will each bear their own costs associated with their participation in the Prime Agreement claim and dispute resolution process.

00592.24.4 Disputes between Service Contractor and Purchaser not addressed in Articles 00592.24.2 and 00592.24.3, will be resolved exclusively by the Tenth Judicial District Court of Kansas, located in Johnson County, Kansas, or the United States District Court for the District of Kansas, located in Kansas City, Kansas, as their jurisdiction permits. To the extent Purchaser or Service Contractor prevails against the other party on such dispute, reasonable dispute resolution costs including attorney fees shall be recoverable from the losing party.

00592.24.5 Pending resolution of any claim or dispute, and without prejudice to Service Contractor's rights, Service Contractor shall continue to perform as directed by Purchaser.

### 00592.25 Code of Conduct

Service Contractor represents and warrants that it has a code of conduct or other set of compliance requirements that is at least as broad as Purchaser's Code of Conduct for Global Business Relationships and all amendments thereto (hereinafter "Code of Conduct"), or that it will comply with Purchaser's Code of Conduct in all dealings that affect Purchaser. The Code of Conduct and its amendments are expressly incorporated herein by reference and full text of the same can be found at https://www.bv.com/sites/default/files/reports-studies/Code-of-Conduct-for-Global-Business-Relationships.pdf.

#### 00592.26 Debarment

Article 52.209-6 of the United States federal regulations require that any proposed subcontractor whose Subcontract will exceed \$35,000.00, other than a subcontractor providing a commercially available off the shelf item, to disclose in writing, whether as of the time of the subcontract's approval, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the United States Federal Government. If the Service contractor or any of its principals are debarred, suspended or



Source: 00592, 2017, v.2.5

proposed for debarment by the United States Federal Government the Service contractor must notify the Purchaser in writing prior to signing this Service Contract.

By signing this Service Contract, the Service Contractor hereby discloses, represents, and warrants to the Purchaser that neither the Service Contractor, nor its principals, are debarred, suspended, or proposed for debarment by the United States Federal Government.

Service Contractor will include this clause in any subcontract which it enters into related to this Service Contract.

#### 00532.27 ANTI-LOBBYING CERTIFICATION (ref. FAR 52.203-12 and Public Law 101-121)

Per FAR 52.203-12, the Service Contractor, by signing this Service Contract, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Service Contractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made. Service Contractor will include the language of this certification in all subcontract awards and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.



# 00691 - Service Contract Attachments

## 00691.1 - Sample Task Order

Service Contract No.:

Project:

Task Order No.:

## 1. General

This Task Order is issued under and governed by the above referenced Service Contract.

## 2. Effective Date

This Task Order is effective 10/01/2019

## 3. Scope of Work

Service Contractor shall perform the following Work for this Task Order:

## 4. Deliverables

Service Contractor shall to provide the following deliverables as part of the Work for this Task Order:

## 5. Schedule

Service Contractor shall complete the Work in accordance with the following schedule:

## 6. Payment Terms

Purchaser will pay Service Contractor forty-five calendar days after the specified payment milestone event is attained or forty-five calendar days after Purchaser's receipt of Service Contractor's invoice, whichever occurs later. Purchaser will pay in accordance with the rates identified in Article 00691.3. [[Insert schedule of payment rates in Article 00691.3.]]

Payment Milestone Event	
Purchaser's receipt of the following submittals:	
[[ list of submittals ]]	
Purchaser's receipt of the following submittals:	
[[ list of submittals ]]	
Purchaser's receipt of final report	

